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12 International, Ltd., sued as Ivy + Blue

13 **UNITED STATES DISTRICT COURT**  
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 WONGAB CORPORATION,

16 Plaintiff,

17 vs.

18 NORDSTROM, INC., et al.,

19 Defendants.

20 MAGGY LONDON INTERNATIONAL,  
21 LTD.,

22 Third-Party Plaintiff,

23 vs.

24 YIRAE FASHION, INC.

25 Third-Party Defendants.

Case No. 17-CV-02974-AB-AGR

**STIPULATED PROTECTIVE ORDER**

26 Complaint Filed: April 19, 2017

27 Trial Date: None Set

1 On stipulation of the Parties, the Court enters a Protective Order in this matter as  
2 follows:

3 **A. PURPOSES AND LIMITATIONS**

4 Discovery in this action is likely to involve production of confidential,  
5 proprietary, or private information for which special protection from public disclosure  
6 and from use for any purpose other than prosecuting this litigation may be warranted.  
7 Accordingly, the parties hereby stipulate to and petition the Court to enter the following  
8 Stipulated Protective Order. The parties acknowledge that this Order does not confer  
9 blanket protections on all disclosures or responses to discovery and that the protection it  
10 affords from public disclosure and use extends only to the limited information or items  
11 that are entitled to confidential treatment under the applicable legal principles. The  
12 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
13 Protective Order does not entitle them to file confidential information under seal; Civil  
14 Local Rule 79-5 sets forth the procedures that must be followed and the standards that  
15 will be applied when a party seeks permission from the court to file material under seal.

16 **B. GOOD CAUSE STATEMENT**

17 This action is likely to involve trade secrets, customer and pricing lists and other  
18 valuable proprietary information for which special protection from public disclosure  
19 and from use for any purpose other than prosecution of this action is warranted. Such  
20 confidential and proprietary materials and information consist of, among other things,  
21 sales summaries, pricing, internal business strategies, and other confidential business or  
22 financial information, or information regarding confidential business practices. The  
23 confidential information at issue is generally unavailable to the public and may be  
24 privileged or otherwise protected from disclosure under state or federal statutes, court  
25 rules, case decisions, or common law.

26 Accordingly, to expedite the flow of information, to facilitate the prompt  
27 resolution of disputes over confidentiality of discovery materials, to adequately protect  
28 information the parties are entitled to keep confidential, to ensure that the parties are

1 permitted reasonable necessary uses of such material in preparation for and in the  
2 conduct of trial, to address their handling at the end of the litigation, and serve the ends  
3 of justice, a protective order for such information is justified in this matter. It is the  
4 intent of the parties that information will not be designated as confidential for tactical  
5 reasons and that nothing be so designated without a good faith belief that it has been  
6 maintained in a confidential, non-public manner, and there is good cause why it should  
7 not be part of the public record of this case.

## 8 **2. DEFINITIONS**

9 2.1 Action: this pending federal law suit.

10 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
11 information or items under this Order.

12 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how  
13 it is generated, stored or maintained) or tangible things that qualify for protection under  
14 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
15 Statement.

16 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
17 support staff).

18 2.5 Designating Party: a Party or Non-Party that designates information or  
19 items that it produces in disclosures or in responses to discovery as  
20 “CONFIDENTIAL.”

21 2.6 Disclosure or Discovery Material: all items or information, regardless of  
22 the medium or manner in which it is generated, stored, or maintained (including, among  
23 other things, testimony, transcripts, and tangible things), that are produced or generated  
24 in disclosures or responses to discovery in this matter.

25 2.7 Expert: a person with specialized knowledge or experience in a matter  
26 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
27 expert witness or as a consultant in this Action.  
28

1           2.8   “HIGHLY CONFIDENTIAL” or “ATTORNEY EYES ONLY”  
2 Information or Items: information (regardless of how it is generated, stored or  
3 maintained) or tangible things that qualify for protection under Federal Rule of Civil  
4 Procedure 26(c), and as specified above in the Good Cause Statement for which  
5 disclosures to another party is likely to result in harm to the Designating Party.

6           2.9   House Counsel: attorneys who are employees of a party to this Action.  
7 House Counsel does not include Outside Counsel of Record or any other outside  
8 counsel.

9           2.10 Non-Party: any natural person, partnership, corporation, association, or  
10 other legal entity not named as a Party to this action.

11          2.11 Outside Counsel of Record: attorneys who are not employees of a party to  
12 this Action but are retained to represent or advise a party to this Action and have  
13 appeared in this Action on behalf of that party or are affiliated with a law firm that has  
14 appeared on behalf of that party, including support staff.

15          2.12 Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18          2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20          2.14 Professional Vendors: persons or entities that provide litigation support  
21 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
23 their employees and subcontractors.

24          2.15 Protected Material: any Disclosure or Discovery Material that is designated  
25 as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL,” or “ATTORNEY EYES  
26 ONLY.”

27          2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
28 from a Producing Party.

1           **3.     SCOPE**

2           The protections conferred by this Stipulation and Order cover not only Protected  
3 Material (as defined above), but also (1) any information copied or extracted from  
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
5 Material; and (3) any testimony, conversations, or presentations by Parties or their  
6 Counsel that might reveal Protected Material.

7           Any use of Protected Material at trial shall be governed by the orders of the trial  
8 judge. This Order does not govern the use of Protected Material at trial.

9           **4.     DURATION**

10          Once a case proceeds to trial, all of the court-filed information to be introduced  
11 that was previously designated as confidential or maintained pursuant to this protective  
12 order becomes public and will be presumptively available to all members of the public,  
13 including the press, unless compelling reasons supported by specific factual findings to  
14 proceed otherwise are made to the trial judge in advance of the trial. See *Kamakana v.*  
15 *City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing  
16 “good cause” showing for sealing documents produced in discovery from “compelling  
17 reasons” standard when merits-related documents are part of court record).  
18 Accordingly, the terms of this protective order do not extend beyond the  
19 commencement of the trial.

20          **5.     DESIGNATING PROTECTED MATERIAL**

21          5.1   Exercise of Restraint and Care in Designating Material for Protection.  
22 Each Party or Non-Party that designates information or items for protection under this  
23 Order must take care to limit any such designation to specific material that qualifies  
24 under the appropriate standards. The Designating Party must designate for protection  
25 only those parts of material, documents, items, or oral or written communications that  
26 qualify so that other portions of the material, documents, items, or communications for  
27 which protection is not warranted are not swept unjustifiably within the ambit of this  
28 Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations that  
2 are shown to be clearly unjustified or that have been made for an improper purpose  
3 (e.g., to unnecessarily encumber the case development process or to impose  
4 unnecessary expenses and burdens on other parties) may expose the Designating Party  
5 to sanctions.

6 If it comes to a Designating Party's attention that information or items that it  
7 designated for protection do not qualify for protection, that Designating Party must  
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
10 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
11 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
12 must be clearly so designated before the material is disclosed or produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic documents,  
15 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
16 Producing Party affix, at a minimum, the legend "CONFIDENTIAL," "HIGHLY  
17 CONFIDENTIAL," or "ATTORNEY EYES ONLY" (hereinafter "CONFIDENTIAL  
18 legend"), to each page that contains protected material. If only a portion or portions of  
19 the material on a page qualifies for protection, the Producing Party also must clearly  
20 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

21 A Party or Non-Party that makes original documents available for inspection  
22 need not designate them for protection until after the inspecting Party has indicated  
23 which documents it would like copied and produced. During the inspection and before  
24 the designation, all of the material made available for inspection shall be deemed  
25 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants  
26 copied and produced, the Producing Party must determine which documents, or portions  
27 thereof, qualify for protection under this Order. Then, before producing the specified  
28 documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page

1 that contains Protected Material. If only a portion or portions of the material on a page  
2 qualifies for protection, the Producing Party also must clearly identify the protected  
3 portion(s) (e.g., by making appropriate markings in the margins).

4 (b) for testimony given in depositions that the Designating Party identify the  
5 Disclosure or Discovery Material on the record, before the close of the deposition.

6 (c) for information produced in some form other than documentary and for  
7 any other tangible items, that the Producing Party affix in a prominent place on the  
8 exterior of the container or containers in which the information is stored the legend  
9 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
10 protection, the Producing Party, to the extent practicable, shall identify the protected  
11 portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
13 failure to designate qualified information or items does not, standing alone, waive the  
14 Designating Party’s right to secure protection under this Order for such material. Upon  
15 timely correction of a designation, the Receiving Party must make reasonable efforts to  
16 assure that the material is treated in accordance with the provisions of this Order.

## 17 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
19 designation of confidentiality at any time that is consistent with the Court’s Scheduling  
20 Order.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
22 resolution process under Local Rule 37.1, et seq. Any discovery motion must strictly  
23 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

24 6.3 Burden. The burden of persuasion in any such challenge proceeding shall  
25 be on the Designating Party. Frivolous challenges, and those made for an improper  
26 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties)  
27 may expose the Challenging Party to sanctions. Unless the Designating Party has  
28 waived or withdrawn the confidentiality designation, all parties shall continue to afford



1 the material in question the level of protection to which it is entitled under the  
2 Producing Party's designation until the Court rules on the challenge.

3 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
5 disclosed or produced by another Party or by a Non-Party in connection with this  
6 Action only for prosecuting, defending, or attempting to settle this Action. Such  
7 Protected Material may be disclosed only to the categories of persons and under the  
8 conditions described in this Order. When the Action has been terminated, a Receiving  
9 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).  
10 Protected Material must be stored and maintained by a Receiving Party at a location and  
11 in a secure manner that ensures that access is limited to the persons authorized under  
12 this Order.

13 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
14 ordered by the Court or permitted in writing by the Designating Party, a Receiving  
15 Party may disclose any information or item designated "CONFIDENTIAL" only to:

16 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as  
17 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
18 disclose the information for this Action;

19 (b) the officers, directors, and employees (including House Counsel) of the  
20 Receiving Party to whom disclosure is reasonably necessary for this Action;

21 (c) Experts (as defined in this Order) of the Receiving Party to whom  
22 disclosure is reasonably necessary for this Action and who have signed the  
23 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

24 (d) the Court and its personnel;

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock jurors, and Professional  
27 Vendors to whom disclosure is reasonably necessary for this Action and who have  
28 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);



1 (g) the author or recipient of a document containing the information or a  
2 custodian or other person who otherwise possessed or knew the information;

3 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
4 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
5 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not  
6 be permitted to keep any confidential information unless they sign the  
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
8 by the Designating Party or ordered by the Court. Pages of transcribed deposition  
9 testimony or exhibits to depositions that reveal Protected Material may be separately  
10 bound by the court reporter and may not be disclosed to anyone except as permitted  
11 under this Stipulated Protective Order; and

12 (i) any mediator or settlement officer, and their supporting personnel,  
13 mutually agreed upon by any of the parties engaged in settlement discussions.

14 7.3 Disclosure of “HIGHLY CONFIDENTIAL” or “HIGHLY  
15 CONFIDENTIAL – ATTORNEY’S EYES ONLY” Information or Items. Unless  
16 otherwise ordered by the court or permitted in writing by the Designating Party, a  
17 Receiving Party may disclose any information or item designated “HIGHLY  
18 CONFIDENTIAL” or “ATTORNEY EYES ONLY” only to:

19 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
20 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
21 disclose the information for this Action.

22 (b) Experts (as defined in this Order) of the Receiving Party to whom  
23 disclosure is reasonably necessary for this Action and who have signed the  
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (c) the court and its personnel;

26 (d) court reporters and their staff;

1 (e) professional jury or trial consultants, mock jurors, and Professional  
2 Vendors to whom disclosure is reasonably necessary for this Action and who have  
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (f) the author or recipient of a document containing the information or a  
5 custodian or other person who otherwise possessed or knew the information; and

6 (g) any mediator or settlement officer, and their supporting personnel,  
7 mutually agreed upon by any of the parties engaged in settlement discussions.

8 Notwithstanding the terms of this section, a designation by Defendants that  
9 certain materials are “HIGHLY CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
10 ATTORNEY’S EYES ONLY” shall not preclude Plaintiff’s attorney from disclosing to  
11 an officer of Plaintiff with settlement authority the total revenue and gross profits of a  
12 defendant as set forth in such material, so long as Plaintiff’s attorney does not disclose  
13 the designated document itself. This section shall also not preclude Plaintiff’s attorney  
14 from disclosing to an officer of Plaintiff with settlement authority the names of any  
15 parties identified in materials designated as “HIGHLY CONFIDENTIAL” or  
16 “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY” and not otherwise  
17 disclosed in this Action who distributed product which is alleged to infringe Plaintiff’s  
18 alleged intellectual property.

19 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
20 **PRODUCED IN OTHER LITIGATION**

21 If a Party is served with a subpoena or a court order issued in other litigation that  
22 compels disclosure of any information or items designated in this Action as  
23 “CONFIDENTIAL,” that Party must:

24 (a) promptly notify in writing the Designating Party. Such notification shall  
25 include a copy of the subpoena or court order;

26 (b) promptly notify in writing the party who caused the subpoena or order to  
27 issue in the other litigation that some or all of the material covered by the subpoena or  
28

1 order is subject to this Protective Order. Such notification shall include a copy of this  
2 Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued  
4 by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with the  
6 subpoena or court order shall not produce any information designated in this action as  
7 “CONFIDENTIAL” before a determination by the court from which the subpoena or  
8 order issued, unless the Party has obtained the Designating Party’s permission. The  
9 Designating Party shall bear the burden and expense of seeking protection in that court  
10 of its confidential material and nothing in these provisions should be construed as  
11 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
12 directive from another court.

13 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
14 **PRODUCED IN THIS LITIGATION**

15 (a) The terms of this Order are applicable to information produced by a Non-  
16 Party in this Action and designated as “CONFIDENTIAL.” Such information produced  
17 by Non-Parties in connection with this litigation is protected by the remedies and relief  
18 provided by this Order. Nothing in these provisions should be construed as prohibiting a  
19 Non-Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery request, to  
21 produce a NonParty’s confidential information in its possession, and the Party is subject  
22 to an agreement with the Non-Party not to produce the Non-Party’s confidential  
23 information, then the Party shall:

24 (1) promptly notify in writing the Requesting Party and the Non-Party that  
25 some or all of the information requested is subject to a confidentiality agreement with a  
26 Non-Party;

1 (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
2 Order in this Action, the relevant discovery request(s), and a reasonably specific  
3 description of the information requested; and

4 (3) make the information requested available for inspection by the Non-Party,  
5 if requested.

6 (c) If the Non-Party fails to seek a protective order from this Court within 14  
7 days of receiving the notice and accompanying information, the Receiving Party may  
8 produce the NonParty's confidential information responsive to the discovery request. If  
9 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any  
10 information in its possession or control that is subject to the confidentiality agreement  
11 with the Non-Party before a determination by the Court. Absent a court order to the  
12 contrary, the Non-Party shall bear the burden and expense of seeking protection in this  
13 Court of its Protected Material.

14 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

15 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
16 Protected Material to any person or in any circumstance not authorized under this  
17 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
18 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
19 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
20 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
21 request such person or persons to execute the "Acknowledgment and Agreement to Be  
22 Bound" that is attached hereto as Exhibit A.

23 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
24 **OTHERWISE PROTECTED MATERIAL**

25 When a Producing Party gives notice to Receiving Parties that certain  
26 inadvertently produced material is subject to a claim of privilege or other protection, the  
27 obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
28 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure

1 may be established in an e-discovery order that provides for production without prior  
2 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
3 parties reach an agreement on the effect of disclosure of a communication or  
4 information covered by the attorney-client privilege or work product protection, the  
5 parties may incorporate their agreement in the stipulated protective order submitted to  
6 the Court.

## 7 **12. MISCELLANEOUS**

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
9 person to seek its modification by the Court in the future.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
11 Protective Order, no Party waives any right it otherwise would have to object to  
12 disclosing or producing any information or item on any ground not addressed in this  
13 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
14 ground to use in evidence of any of the material covered by this Protective Order.

15 12.3 Filing Protected Material. A Party that seeks to file under seal any  
16 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
17 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
18 Protected Material at issue; good cause must be shown in the request to file under seal.  
19 If a Party's request to file Protected Material under seal is denied by the Court, then the  
20 Receiving Party may file the information in the public record unless otherwise  
21 instructed by the Court.

## 22 **13. FINAL DISPOSITION**


23 After the final disposition of this Action, within 60 days of a written request by  
24 the Designating Party, each Receiving Party must return all Protected Material to the  
25 Producing Party or destroy such material. As used in this subdivision, "all Protected  
26 Material" includes all copies, abstracts, compilations, summaries, and any other format  
27 reproducing or capturing any of the Protected Material. Whether the Protected Material  
28 is returned or destroyed, the Receiving Party must submit a written certification to the

1 Producing Party (and, if not the same person or entity, to the Designating Party) by the  
2 60 day deadline that (1) identifies (by category, where appropriate) all the Protected  
3 Material that was returned or destroyed and (2) affirms that the Receiving Party has not  
4 retained any copies, abstracts, compilations, summaries or any other format reproducing  
5 or capturing any of the Protected Material. Notwithstanding this provision, counsel are  
6 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and  
7 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,  
8 expert reports, attorney work product, and consultant and expert work product, even if  
9 such materials contain Protected Material. Any such archival copies that contain or  
10 constitute Protected Material remain subject to this Protective Order as set forth in  
11 Section 4 (DURATION).

12 **14.** Any violation of this Order may be punished by any and all appropriate  
13 measures including, without limitation, contempt proceedings and/or monetary  
14 sanctions.

15  
16 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

17  
18  
19 Dated: April 26, 2018

20 By:   
21 Honorable Alicia G. Rosenberg  
22 United States Magistrate Judge  
23

**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
have read in its entirety and understand the Stipulated Protective Order that was issued  
by the United States District Court for the Central District of California on [date] in the  
case of *Wongab Corporation v. Nordstrom, Inc. et al.*, (Case No. 17-cv-02974-AB-  
AGR). I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment in the nature of contempt. I solemnly promise  
that I will not disclose in any manner any information or item that is subject to this  
Stipulated Protective Order to any person or entity except in strict compliance with the  
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint  
\_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with this  
action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_